Lease-Agreement

TO

Premises

Rent $

Payable $

Term

Commencing

The Washington Law Reporter Company
Cafritz Building, Washington 6, D. C.

Law Reporter Blank No. 200
ALL RIGHTS RESERVED

This Agreement

Made this 11th day of May A. D. one thousand nine hundred and seventy-seve (19 77), by and between Ronald L. Chasen, Trustee of Washington, D.C. party of the first part, and Mr. John V. O'Neill of Washington, D.C. party of the second part, hereinafter described as lessor and lessee, respectively:

Witnesseth, That the said lessor, for and in consideration of the sum of Ten Thousand Two Hundred Dollars ($10,200.00) rent, and also the covenants, conditions, and agreements herein contained, and on the part of the lessee to be paid, kept, and performed, and for no other consideration except as herein expressed, do hereby let and rent to the said lessee s and they have hereby taken as tenant s of the lessor the following described premises, situate, lying and being in the District of Columbia and known and designated as and being

Lot 814, Square 1876 - House premises known as
3708 Huntington St., N.W.
Washington, D.C.

for the term one year to commence with the 15th day of May A. D. 1977, and to end on the 14th day of May A. D. 1978, at the said rent of Ten Thousand Two Hundred Dollars ($ 10,200.00), payable without demand at c/o Shelton Zuckerman
8401 Connecticut Avenue
Chevy Chase, Md.
in monthly installments of Eight Hundred Fifty ($850) Dollars in advance on the 15th day of each and every month during said term, beginning for the first of said payment on the ~~day~~ of execution of this agreement, the receipt of one dollar ($1) of said rent paid by said lessee is hereby acknowledged by said lessor. Further a security deposit in the amount of $850.00 is hereby acknowledged.

Tenant shall have the option of renewing said lease for an additional one year Term at a monthly rental of $900.00 provided the option is exercised in writing at least 60 days before the end of the initial term of lease.

And the said lessee s covenant and agree to pay said lessor s the said rent as aforesaid for the full term hereof; that they will not assign this lease or any portion of the term, or sublet the premises or any part thereof, without the written consent of the lessor; that the said lessees will not use or suffer to be used said premises for any disorderly or unlawful purpose, or for any other purpose than that of a group home, that they will not suffer or commit any waste to, in, or upon the said building, fixtures, and premises; that they will at

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for the term one year to commence with the 15th day of May A. D. 1977, and to end on the 14th day of May A. D. 1978, at the said rent of Ten Thousand Two Hundred Dollars ($ 10,200.00), payable without demand at c/o Shelton Zuckerman
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And the said lessees covenant and agree to pay said lessors the said rent as aforesaid for the full term hereof; that they will not assign this lease or any portion of the term, or sublet the premises or any part thereof, without the written consent of the lessor; that the said lessees will not use or suffer to be used said premises for any disorderly or unlawful purpose, or for any other purpose than that of a group home, that they will not suffer or commit any waste to, in, or upon the said building, fixtures, and premises; that they will at their own expense* during said term keep said leased premises, including the building, fixtures, plumbing and appurtenances thereof in substantial condition and in good repair, clean, and in good working order and proper sanitary condition, all of which premises are now in such condition and repair, remove snow and ice from the sidewalks thereof, and the lessor or assigns shall not be liable therefor or for any work or materials furnished said premises, and the said lessees have no authority to incur any debt or make any charge against the lessors or assigns or create any lien upon the said leased property for any work or materials furnished the same.

*To the extent of the first $25.00 of repairs, beyond the $25.00 costs, the lessor must have actual knowledge of the defects and will then make all pertinent decisions concerning the repairs, which will be at his expense.

(over)

1) It is agreed that all licenses, if required, shall be at the expense and accomplished by the tenants. In the event the District Government or any of its instrumentalities direct that the premises cannot be used as a group home or shall require special zoning or license that would require renovation of the property, then at the sole option of the tenant, after 30 days written notice, may vacate premises and lessor agrees to make all final adjustments as of the date of vacating.

2) Should lessees exercise their option to renew lease for a one year term beginning May 15, 1978, as additional rent, the lessees will pay during the term any increases in the real estate taxes above the tax levied in the previous year.

3) ~~Lessees agree to carry, at an standard company, for the protection of themselves and the lessor, public liability insurance with limits of at least $100,000/$300,000. Paid insurance policy or certificates from lessees insurance company to be deposited with lessor.~~

And the lessee s agree that they will at the end of their tenancy surrender the said leased premises in such substantial condition and good repair, good working order, etc., as aforesaid, and clean, ordinary wear and tear and loss by fire and storm excepted; that they will also pay all charges for gas, electricity, and water used on said premises when the bills therefor become due and payable; that they will not make any alterations or changes in said premises, without written consent, or increase the rate of fire insurance upon the building and improvements upon said premises beyond an ordinary risk.

It is further agreed that payment of rent shall cease if the said premises shall be destroyed by fire, or be so damaged by fire or any unavoidable casualty as to make the same uninhabitable, and either party may forthwith terminate this lease by written notice to that effect.

Provided always, that if the rent aforesaid, or any installment thereof, shall not be paid within 10 days after the same becomes due and payable as aforesaid, although no demand shall have been made for the same; or if the lessee s or assigns shall fail or neglect to keep and perform each and every of the covenants, conditions, and agreements herein contained and on the part of the said lessee to be kept and performed, or if the same or any of them shall be broken, then and in each and every such case from thenceforth and at all times thereafter, at the option of the lessor or his assigns, the lessee's right of possession shall thereupon end and determine, and the lessor or his assigns shall be entitled to the possession of said leased premises, and to re-enter the same without demand of rent or demand of possession of the said premises, and may forthwith proceed to recover possession of the said leased premises by process of law, any notice to quit or of intention to exercise said option, or to re-enter the same being hereby expressly waived by the lessee and their assigns.

And in the event of such re-entry by process of law, or otherwise, the lessee nevertheless covenant and agree to remain answerable for any and all damages, deficiency or loss of rent which the lessor may sustain by such re-entry and the lessor reserves full power, which is hereby acceded to by the lessee , to re-let the said premises for the benefit of the lessee.

And the lessee s expressly covenant and agrees to pay said rent as aforesaid, and also keep and perform each and every of the covenants, conditions, and agreements herein contained.

It is mutually agreed that this lease shall bind the executors, administrators, and assigns of the respective parties hereto.

And it is further agreed, that no waiver of any breach of any covenant, conditions, or agreement herein shall operate as a waiver of the covenant, condition, or agreement itself, or any subsequent breach thereof.

In Testimony Whereof The said parties have hereunto signed their names and affixed their seals the day and year first hereinbefore written.

John V. O'Neill [SEAL]
Mr. John V. O'Neill

[SEAL]

[SEAL]
Ronald L. Chasen Trustee